THE BOMBAY WAREHOUSES ACT, 1947
(BOM. LVI OF 1947).

G. N., R. D., No. 6284/45, dated 1st April 1949 (B. G., Pt. IV-B, p. 817). **S. 34**

Bombay Warehouses Rules, 1949.

In exercise of the powers conferred by section 34 of the Bombay Warehouses Act, 1947 (Bom. LVI of 1947), the Government of Bombay is pleased to make the following rules, namely :—

I. Preliminary.

1. *Short title.*—These rules may be called the Bombay Warehouses Rules, 1949.

2. *Definitions.*—In these rules, unless there is anything repugnant in the subject or context—

(1) "Act" means the Bombay Warehouses Act, 1947 (Bom. LVI of 1947);

(2) "Form" means a form appended to these rules;

(3) "Non-negotiable receipt" means a receipt in which it is stated that the goods therein specified will be delivered to the person or firm which tendered the goods to the warehouseman for storing in the warehouse;

(4) "Prescribed authority" means the Assistant Registrar of Co-operative Societies appointed under the Bombay Co-operative Societies Act, 1925, within the limits of his jurisdiction;

(5) "Section" means a section of the Act;

(6) "Year" means the calendar year commencing from the first day of January.

II. Licences.

3. *Application for licence.*—(1) Applications for taking out a licence under section 4 and for its renewal under section 7 shall be made to the prescribed authority in Form No. 1 and application for issue of a duplicate licence in Form No. 2. The application shall be signed by the applicant and he shall be bound to supply such additional information as may be required by the prescribed authority for the purpose of section 6.

(2) The application for licence for the first time shall be made at any time but that for renewal thereof shall be made every year at least one month prior to the commencement of the year for which it is required and shall be accompanied by the fee laid down in rule 4 or 8, as the case may be.

(3) A person desiring to conduct the business of a warehouseman in more than one village or town shall submit separate applications for licences in respect of his business in each such village or town. In case he has more than one place of business in the same village or town, he may apply for only one licence in respect of all such places of business provided he specifies which of them will be his principal place of business.

4. *Scale of fee for grant of licence.*—The scale of annual fees prescribed for grant of a licence under section 5 to a warehouseman for the conduct of his business shall be as under :—

	Rs.
Warehouse having a storage capacity up to 25,000 cubic feet ...	50
For every additional 25,000 cubic feet storage capacity or fraction thereof	50

5. *Terms of licence.*—A licence under section 5 shall be granted subject to the following conditions :—

(1) Every warehouseman shall have and maintain in respect of each warehouse for which the application for a licence has been made, net assets liable for the payment of any indebtedness arising from the conduct of the warehouse to the extent of at least Rs. 5 per 100 cubic feet storage capacity of the licensed warehouse. Such assets may also consist of moveable or immoveable property of the required valuation. In case buildings, machinery or merchandise are included among such assets, the warehouseman shall keep them insured against loss or damage by fire with a company or companies approved by the prescribed authority.

(2) Immediately upon receipt of his licence, the warehouseman shall post the same and keep it posted until suspended or revoked, in a conspicuous place in the principal office where receipts issued by such warehouseman are delivered to depositors.

(3) Whenever any of the conditions mentioned in clause (*c*) and (*e*) of section 8 shall come into existence, it shall be the duty of the warehouseman to notify immediately the authority granting the licence of the condition to the best of his ability.

(4) Every warehouseman shall permit the prescribed authority or any officer deputed by him to inspect or examine a warehouse licensed under the Act, to enter and inspect or examine on any business day, during the usual hours of business, any warehouse for the conduct of which such warehouseman holds a licence, the office thereof, the books, records, papers and accounts relating thereto and the contents thereof and such warehouseman shall furnish such officer the assistance necessary to enable him to make the inspection or examination.

6. *Period of licence.*—A licence shall be valid with effect from the date on which it is granted for the period ending 31st December following or a period not exceeding three years ending 31st December following.

7. *Security.*—Every warehouseman shall at the time of the application for licence either,—

(*a*) furnish to the prescribed authority security deposit in cash or public securities assessed at the rate of Rs. 5 per 100 cubic feet of the storage capacity subject to a minimum of Rs. 1,000 and execute a bond in Form No. 3 for the observance of the conditions and obligations arising out of his business as a warehouseman, or

(*b*) execute a bond with two sureties to the satisfaction of the prescribed authority for a like amount.

8. *Fee for renewal and issue of duplicate licence.*—The fee for renewal of a licence under section 7 shall be the same as that laid down in rule 4 and the fee for issue of a duplicate licence under section 12 shall be Rs. 5.

9. *Renewal and issue of duplicates of licences.*—The conditions for renewal of a licence and issue of a duplicate licence shall be the same as those prescribed for grant of a licence. The duplicate licence shall be granted on getting an indemnity bond executed by the applicant indemnifying Government against any loss or damage which may be caused by any one using the licence lost by the applicant and shall bear on its face the number and date of the original licence in lieu of which it is issued and shall be stamped "duplicate".

10. *Publication of the grant, suspension and revocation of licences and list of warehousemen and their warehouses.*—The names and location of warehouses and the names and addresses of warehousemen licensed under the Act as on the 1st day of January every year shall be published in the *Bombay Government Gazette* before the 15th February of the same year. Subsequent suspension or revocation of the licences shall also be published in the *Bombay Government Gazette.*

III. Deposit and maintenance of goods, etc.

11. *Application for deposit and delivery of goods to warehouseman.*—The application for deposit of goods shall be made to a warehouseman in Form No. 4 and the application for delivery of goods shall be made in Form No. 5.

12. *Receipts.*—Receipts shall be in Form No. 6 and shall specify the following particulars :—

(*i*) The period for which the goods are accepted for storage,

(*ii*) Particulars showing the ownership of, and liens, mortgages or other encumbrances on, the goods covered by the receipt.

(*iii*) The grade, class or quality of goods.

13. *Information regarding persons authorised to sign receipts.*—Every warehouseman shall file in the office of the prescribed authority information regarding the names and addresses of persons with their signatures authorised to sign receipts on behalf of the warehouseman and shall as soon as possible inform the prescribed authority in case such persons are changed. If new persons are authorised information in respect of them shall also, be supplied.

14. *Non-negotiable receipts.*—Every warehouseman who issues a non-negotiable receipt shall cause to be marked upon it the words "Not Negotiable".

15. *Issue of duplicate receipts.*—(1) An application for grant of a duplicate receipt, if the original is lost or destroyed, shall be made by the depositor to the warehouseman and shall be accompanied by (*a*) an affidavit showing that the applicant is lawfully entitled to the possession of the original receipt, that he has not negotiated or assigned it, the circumstances in which the original receipt was lost or destroyed, and if lost, that diligent efforts had been made to find the receipt without success, (*b*) a bond for an amount double the value of the goods represented by the original receipt, and (*c*) a sum of rupees five.

(2) On receipt of the application, the fact that the receipt is lost or destroyed shall be notified by the warehouseman once at least in local newspapers giving one week's clear notice of the issue of a duplicate thereof.

(3) After the expiry of the period referred to in sub-rule (2) a duplicate receipt shall be issued by the warehouseman. Such duplicate receipt shall be stamped "Duplicate".

(4) After duplicate receipts have been issued, the original receipts, if produced, will not be acted upon.

16. *Depositor to supply information regarding transfer of receipts.*—Every depositor shall be bound to supply copies under his signature of any endorsement regarding transfer, mortgage or encumbrance of goods as may be recorded on the warehouse receipt within 48 hours from making such endorsement.

17. *Charges to be made by warehousemen.*—No warehouseman shall levy or recover charges for his services in excess of the schedule of charges filed by him along with his application for licence and approved by the prescribed authority from time to time.

18. *Maintenance of a warehouse.*—Every warehouseman shall keep his warehouse in the following condition :—

(1) The warehouse shall be damp-proof, bird-proof and rat-proof ;

(2) The warehouse shall be repaired whenever necessary and shall be kept disinfected ;

(3) The goods stored in the warehouse shal be arranged and stored in such a manner as to render stock-taking and verification easy and effective ;

(4) Stacks shall not be constructed touching the walls and a space of about 2 feet shall be left round each stack ;

(5) The stacks shall not ordinarily exceed 15′×15′ in dimensions and shall not be more than 15 bags in height ;

(6) The container and the contents of each container shall be ordinarily uniform and shall be as advised by the prescribed authority from time to time ;

(7) All goods received for storage in the warehouse shall be measured in cubic feet (length, breadth and height) or weighed, as the case may be and such weight or measure shall be taken by a licensed weighar, and such weight or measure shall be duly stencilled on each container or labelled on each stack showing the date and quant ty of weight or measure ;

(8) The container or the stack shall bear the name of the depositor together with the distinctive mark, if any, in bold letters ;

(9) Goods of different classes or grades or qualities shall be stored separately ;

(10) All leakages in roof, dampness in walls and floors during the monsoons shall be carefully watched and repaired in good time ;

(11) All appliances in the warehouse, such as scales, weights, measures, pokers and ladders shall be maintained correctly and in good condition ;

(12) Any other terms and conditions fixed and communicated by the prescribed authority from time to time shall be attended to or complied with.

19. *Precaution against injury to goods.*—Every warehouseman shall keep the goods stored in his warehouse reasonably clean at all times and free from straw, rubbish or accumulations of materials which may increase the risk of fire or interfere with the handling of the goods.

20. *Manner of insuring goods.*—Each warehouseman shall insure the goods stored in the warehouse in the following manner :—

(1) If so requested in writing by the depositor, the warehouseman shall keep such goods while in his custody as a warehouseman insured with the insurance company named by the depositor in his own name or that of the depositor, and

to the extent as may be requested by the depositor, against loss or damage by fire, theft, riot or floods.

(2) In the absence of any directions from the depositor, the warehouseman shall insure the goods for an amount not less than the market value of the goods on the date on which they were deposited in the warehouse.

(3) The goods deposited in a warehouse shall not be insured with a company which is not on the list of companies approved for this purpose by the prescribed authority.

21. *Recovery of insurance charges.*—Every warehouseman shall be entitled to recover from the depositor of goods or its owner the insurance premia and other out of pocket expenditure incurred by him for insurance of goods stored in his warehouse.

22. *Classification of goods.*—(1) Every warehouseman shall keep the goods stored in his warehouse in an orderly manner so as to permit easy access to all lots and to facilitate inspecting, sampling, counting and identification of each lot.

(2) Whenever any quality, standard or grade of any of the goods stored in a warehouse is stated or is required to be stated for the purposes of the Act, it shall be in accordance with the quality, standards or grades, if any, determined for the particular goods by the prescribed authority from time to time.

23. *Notice of loss or damage to goods.*—If at the time of taking delivery of the goods deposited, the depositor finds that the goods are lost or damaged, he shall give a notice in writing with full particulars of the loss or damage within 72 hours of the delivery to the warehouseman. A copy of the notice shall also be sent to the prescribed authority. No claim against the warehouseman shall be valid if the notice of loss or damage has not been given by the depositor in time. Similar notice for claim for damages shall be given to the warehouseman by the depositor in case the depositor comes to know of the loss or damage while the goods are deposited in the warehouse.

24. *Part delivery of goods.*—If a warehouseman delivers part of the goods for which a negotiable receipt has been issued, he shall be bound to place plainly upon such receipt a statement of the goods or packages which have been so delivered. On his failure to make such statement the warehouseman shall be liable for failure to deliver all the goods specified in the receipt to any one who purchases the receipt in good faith and for valuable consideration whether the purchaser acquired title to the receipt before or after the delivery of any portion of the goods.

25. *Maintenance of books, records, etc.*—Every warehouseman shall maintain records and account books in respect of his business and shall for this purpose use forms, if any, enjoined by the prescribed authority. He shall, in particular maintain—

(1) a stock register in Form No. 7;

(2) a ledger for each depositor in Form No. 8;

(3) a general insurance account in Form No. 9.

26. *Shortage or excess in goods stored.*—(1) The warehouseman shall not be responsible for any shortage caused to goods stored in his warehouse by driage or other causes beyond his control.

(2) The warehouseman shall not be entitled to any excess caused to goods stored in his warehouse by absorption of moisture or other causes.

(3) In the event of any dispute arising as to whether the shortage or excess is due to driage or absorption of moisture or is due to other causes beyond the warehouseman's control the matter shall be referred to the prescribed authority whose decision shall be final and binding.

27. *Auction sale of goods deteriorating or about to deteriorate in a warehouse.*—Before effecting sale by public auction of goods stored in a warehouse which have deteriorated or are about to deteriorate, the warehouseman shall issue a notice indicating the date, time and place of auction at least a week before the date of auction. The notice shall be published in a local newspaper and shall also exhibited on the notice board of the local regulated market committee in case the warehouse is situated in a regulated market area. Copies of the notice shall also be sent to the prescribed authority and the Collector.

28. *Accounting of proceeds of auction sale.*—Every warehouseman shall be bound to render to the depositor correct accounts and tender to him payment of the sale proceeds of goods realised after the auction sale after deducting all charges legally due to him including all reasonable charges for the removal of goods and sale by public auction within a period not exceeding fifteen days from the date of such sale. He shall be bound to make actual payment of net proceeds of the sale to the depositor on surrender by him of the receipt duly discharged and on payment of all charges due to the warehouseman.

29. *Removal or transfer of goods by warehouseman.*—No warehouseman shall remove any goods stored in the warehouse or transfer them to another warehouse without first obtaining the receipt in respect thereof, cancelling the same and issuing a new receipt.

IV. Weighers, Samplers and Classifiers.

30. *Application for licences by weighers, samplers and classifiers.*—(1) Applications for taking out licences as weighers, samplers or classifiers shall be accompanied by a fee of Rs. 5 and shall be made in writing to the prescribed authority which shall after making such enquiries as may be considered necessary for the efficient working of the warehouse grant the licence applied for, on execution of an agreement by the applicant in such form as may be determined by the prescribed authority agreeing to conform with the rules and subject to the following conditions :—

(*i*) Every weigher, sampler or classifier licensed under section 23 of the Act shall keep books in such forms and render such prescribed returns and at such time and in such forms as the prescribed authority may from time to time direct.

(*ii*) Every weigher, sampler or classifier shall possess such epuipment as may be laid down by the prescribed authority.

(*iii*) Every licensed weigher, sampler or classifier when plying his trade, shall wear a distinguishing badge or a suitable pattern provided by the prescribed authority. A deposit of not less than one and not more than five rupees to cover the cost of the badge shall be paid by such weigher, sampler or classifier to the prescribed authority.

(*iv*) No licensed weigher, sampler or classifier shall recover charges exceeding the rates laid down by the prescriber authority from time to time.

(*v*) No licensed weigher, sampler or classifier shall enter in the service of another person or do business other than that for which he holds a licence or licences.

(*vi*) Such other conditions as may be laid down by the prescribed authority from time to time.

(*vii*) The licence shall be liable to be suspended or cancelled for breach of any of the provisions of these rules or the conditions of the licence.

(2) Notwithstanding anything contained in sub-rule (1), the prescribed authority may refuse to grant a licence to any person who, in his opinion, is not solvent or whose operations are not likely to further the efficient working of a warehouse.

31. *Period of licences granted to weighers, samplers and classifiers.*—A licence issued to a weigher, sampler or classifier shall remain in force from the date on which it is granted till the 31st December following.

32. *Certificates to be issued by weighers, sumplers and classifiers.*—The certificates to be issued by weighers, samplers or classifiers shall be in Form No. 10.

33. *Renewal of licences of weighers, samplers and classifiers.*—Applications for renewal of licences issued to weighers, samplers and classifiers shall be made at least one month prior to the termination of the licences and shall be accompanied by a fee of Rs. 5. The conditions for renewal of a licence shall be the same as those on which a new licence is issued.

34. *Issue of duplicate licences to weighers, samplers and classifiers.*—If the original licence is lost or destroyed, a duplicate thereof shall be issued on payment of a fee of Rs. 5. Such duplicate licence shall be stamped "Duplicate".

35. *Suspension or revocation of licences of weighers, samplers and classifiers.*—The prescribed authority may, for reasons to be recorded in writing, suspend or revoke the licence granted to any weigher, sampler or classifier if he contravenes any of the conditions of the licence or of these rules of if in the opinion of the prescribed authority his continuance as a licence is likely to be detrimental to the working of the warehouse.

36. *Appointment of Board of Arbitrators.*—On receipt of a written complaint against a weigher, sampler or classifier relating to weight, quality or grade of the goods stored in a warehouse, the prescribed authority shall issue notices to either party to the dispute calling upon them to nominate an arbitrator each on their behalf within a period not exceeding 15 days from the date of the notice. If either of them fail to nominate an arbitrator within the period of notice, the prescribed authority shall nominate the arbitrator on their behalf. He shall also nominate a third arbitrator on his behalf who shall act as the Chairman of the Board of Arbitrators.

37. *Procedure of Foard of Arbitrators and mode of executing awards.*—In the conduct of proceedings before them the Board of Arbitrators shall, as far as possible, follow the procedure prescribed in the Indian Arbitration Act, 1940. Every award passed by the Board shall, if not carried out, be executed on a certificate signed by the Chairman of the Board in the same manner as a decree of a Civil Court.

38. *When warehouseman may determine weight, grade or class of goods.*—In areas where there are no weighers, classifiers or samplers licensed under the Act, the weight, grade, class or quality of the goods covered by a receipt shall be as determined by the warehouseman.

V. Miscellaneous.

39. *Return of licences.*—When a licence granted under the Act expires, or when it is suspended or revoked by the prescribed authority, it shall be returned to that authority within seven days of such termination, suspension or revocation.

40. *Manner of giving notices.*—(1) The notice to be given for revocation of a licence under sub-section (*1*) of section 9 shall be for a period of not less than a week and shall be sent by registered post. If the warehouseman does not show cause within the time specified in the notice, the prescribed authority shall decide the matter *ex parte*.

(2) The notice to be given to the depositor under sub-section (1) of section 16 shall be for a period of not less than a week and shall be sent by registered post. Such notice shall be served on all persons who hold interest in the goods as may be known to the warehouseman on the date of issuing the notice.

41. *Dissolution of partnership firm holding licence.*—Where a licence is held by a partnership firm and such partnership is subsequently dissolved, every partner of the firm shall send a report of the dissolution to the prescribed authority within a week of the dissolution.

42. *Use of standard weights and measures by warehouseman.*—Every warehouseman shall use only such scales, weights and measures and weighing or measuring machines as are duly certified to be correct for the purpose by an inspector appointed under the Bombay Weights and Measures Act, 1932.

43. *Hours of business of warehouses.*—Every warehouse shall be made available for transacting warehouse business as may be necessary for at least 8 hours a day between the hours of 7 a.m. to 7 p.m. The actual hours when business can be transacted shall be conspicuously exhibited at each warehouse.

44. *Supply of reports by warehousemen.*—Every warehouseman shall, from time to time, make such reports as may be required by the prescribed authority concerning the condition and contents of the warehouse and operation of his business as a warehouseman.

Form I

(IN REGIONAL LANGUAGE)

(*See* rule 3)

Application for grant/renewal of licence to the Prescribed Authority

To

The Assistant Registrar of Co-operative Societies, ...

Sir,

I/We ..... residing at ..... taluka ..... district ..... request that I/we may be granted/licence no. ..... granted a warehouseman for the storage of goods ..... during the year ending 31st December 19 .... may be renewed for me/us.

2. I/We agree to abide by the terms and conditions of the licence which may be granted/renewed.

*Cash or Treasury chalan.

3. I/We have affixed * stamp in payment of the licence fee of Rs. .....

4. I/We undertake to execute the security bond of the required amount and in the manner prescribed under rule 8 of the Bombay Warehouses Rules, 1949.

5. I/We have filed along with this application a schedule of charges that would be recoverable from the depositors of goods stored in the warehouse.

6. I/We agree to abide by the provisions of the Bombay Warehouses Act, 1947, the Bombay Warehouses Rules, 1949, and also the terms and conditions regarding the maintainance of a warehouse, etc., and any other administrative or other orders issued in regard to the business by the Prescribed Authority or such other officer as may be authorised by him in this behalf.

7. I/We enclose herewith a solvency certificate to the extent of Rs.

8. I/We hereby solemnly declare that all information herein given is true to the best of my/our knowledge and that in case it proves to be untrue, I/we undertake to indemnify person or persons concerned in this business against any loss arising out of such false or untrue information.

9. I/We declare that each of the warehouses specified below is suitable for the storage of goods respectively mentioned against it and that it is in good condition.

Signature(s)

Description of premises to be used as a warehouse/warehouses

Date :

1. Village or town District

2. House No.

3. Description of the warehouse and of the rooms for storage.	Distinguishing letter or number or letter and number of each.	Detailed description of each.	Purpose of each.

4. Carpet area and storage capacity ...

5. Suitability regarding storage of goods for which it is to be used ... ...

6. Quantities of variety of goods stored in the previous year, if any ...

7. Estimated quantity of goods to be stored during the period of licence ...

FORM No. 2.

(*See* rule 3.)

Application for issue of duplicate licence to the prescribed authority.

To

The Assistant Registrar of Co-operative Societies.....

Sir,

I/We residing at taluka district request that my/our warehouse licence No. granted on for the period ending for the area has been lost destroyed in the following circumstances :—

(Here mention the circumstances under which the licence was lost or destroyed.)

2. I/We therefore request you to grant me/us a duplicate licence on the same terms and conditions on which the aforesaid licence was granted.

3. I/We have affixed stamp in payment of the fee of Rs. 5.

4. I/We hereby solemnly declare that the information herein given is true to the best of my/our knowledge.

Witness 1

Witness 2

Date Signature.

FORM NO. 3.

(*See* rule 7.)

Form of Security Bond.

Whereas I/we resident of taluka district have applied for grant of a licence as warehouseman at under the Bombay Warehouses Act, 1947 (Bom. LVI of 1947) subject to such conditions as may be laid down by the prescribed authority, I/we furnish herewith security deposit of Rs. in cash/gilt-edged securities in accordance with the rates prescribed in rule 8 of the Bombay Warehouses Rules, 1949, for the observance of conditions and obligations arising out of my/our business as warehouseman and agree that the amount of the security deposited by me/us under this bond shall be liable to be forfeited by Government in case of default of any of the conditions of the licence or breach of any of the provisions of the Act or the Rules and that the amount due under this bond shall be recoverable from me/us or my/our heirs or legal representatives as arrears of land revenue.

Signature of Warehouseman.

Signatures of Witnesses.

Suretyship bond by endorsement.

We and of are sureties for the said and do hereby agree that in the event of the said making default in observance of the conditions and obligations arising out of his business as warehouseman, the amount of security due under the said bond shall be recoverable by Government from us or our heirs or legal representatives jointly and severally.

Dated this day of

(Signatures of Sureties).

(Signatures of Witnesses).

FORM No. 4.

Request for deposit of goods.

(*See* rule 11.)

Application for Deposit of Goods.

To

_____, The Warehouseman.

Dear Sir,

Please take delivery of the following goods :—

Description of the goods.	No. of packages, bags and quantities with distinguishing marks, if any.	Measurement or/and weight.	Market price at.....	Total Valuation of goods.	Remarks, if any.

I certify that the goods abovementioned are my *bona fide* property and no other person has any claim against them.

(When an agent deposits the goods on behalf of a principal, the form should be as under.)

I certify that the goods abovementioned are the *bona fide* property of..... and no other person has any claim against them.

Yours faithfully,

Depositor/Agent.

Certified that the written description of goods, their grade or quantity and weights and/or measurements and price have been verified by me and are correct.

Place Date

Warehouseman's signature.

FORM No. 5.

(*See* rule 11.)

Delivery Order.

To

The....., Warehouseman.

Dear Sir,

Please deliver the goods described below to self or to..... These goods were deposited with you on..... The deposit receipt granted by you accompanies.

Description of goods to be delivered.

Description of goods.	Number of packages etc.	Weight or/and measurement.	Market price.	Special marks, if any.	Remarks.
1	2	3	4	5	6

Yours faithfully,

Depositor.

Received the abovenoted goods in.....condition.

Place. Date

Depositor.

FORM No. 6.

(*See* rule 12.)

Negotiable/Not Negotiable.

Warehouse Receipt (in regional language).

Serial No. of Receipt
Location and No. of warehouse
Warehouseman's licence No.
Valid up to
Date of issue of receipt

Received from goods of the following description :—

Kind.	Class or standard quality and/or grade.	Number of packages or lots.	Net quantity in maunds by weight or measure.	Name and/or licence No. of the Weigher/ Classifier/ Sampler.

Condition of the goods (1) Good. (2) Fair. (3) Average.

Private marks of the depositor on the packages.

Rate of storing and other charges.

Insured for Fire. Theft Riots Others with (name of Insurance Co.) for the amount of Rs.

The goods are accepted for storage from to

Date

Signature of the Werehouseman or his Agent.

The goods mentioned below are hereby released from this receipt for delivery from warehouse. Any unreleased balance of the goods is subject to a lien for unpaid charges and advances on the released portion.

Date.	Quantity released.	Signature.	Quantity due on receipt.

Conditions for storage :—

1. *Tender for storage.*—(*a*) All goods for storage shall be delivered at the warehouse properly marked and packed for handling. The depositor shall furnish at or prior to such delivery manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage desired ; otherwise the goods may be stored in bulk or assorted lots at the discretion of the warehouseman and will be charged for accordingly.

(*b*) The word " lot " as used herein means the unit or units of goods for which a separate account is to be kept by the warehouseman. Delivery of all or any units of a lot shall be made without subsequent sorting except by special arrangement and subject to a charge.

(*c*) The warehouseman undertakes to store and deliver goods only in the packages in which they are originally received, *unless otherwise provided.*

2. *Storage period.*—(*a*) All goods are stored on a month to month basis, unless otherwise provided. A storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding calendar months, but if there is no corresponding date in the next succeeding calendar month, it shall extend to and include the last day of that month. When the last day of the final storage month falls on Sunday or a legal holiday, the storage month shall be deemed to expire on the next succeeding business day. All charges including storage and insurance charges shall be on a month to month basis unless otherwise provided.

(*b*) (*i*) Where goods are of perishable nature or by keeping will deteriorate greatly in value or injure other property, the warehouseman may give such notice as is reasonable and possible under the circumstances to the holder of the receipt for the goods if the name and address of the holder is known to the warehouseman or if not known to him, then to the depositor, requiring him to satisfy the lien upon the goods and to remove them from the warehouse and on the failure of such person to satisfy the lien and remove the goods within the time prescribed in the notice, the warehouseman may sell the goods at public sale.

(*ii*) If the warehouseman after a reasonable effort is unable to sell the goods, he may dispose of them in any manner he may think fit, and shall incur no liability by reason thereof.

(*iii*) The warehouseman shall from the proceeds of any sale made pursuant to this section satisfy his lien and shall hold the balance in trust for the holder of the receipt.

3. *Delivery requirements.*—(*a*) Instructions for delivery or transfer of goods shall always be in writing and signed by the storer or his authorised agent.

(*b*) When a negotiable receipt has been issued no goods covered by that receipt shall be delivered unless the receipt properly endorsed is surrendered for cancellation or for endorsement of partial delivery thereon.

(*c*) Should a negotiable receipt be lost or destroyed, goods covered by it shall not be delivered until the person lawfully entitled to possession of goods obtains and surrenders a duplicate receipt. The duplicate will be issued on such terms and conditions and on furnishing a bond to indemnify a warehouseman against any liability as provided under the Act and the Rules.

4. *Liability.*—(*a*) The warehouseman undertakes to exercise reasonable care and diligence required by the law for keeping the goods.

(*b*) The warehouseman's liability is limited to the value of goods on the date of deposit, namely Rs. ... . per .... unless the depositor has declared in writing the valuation in excess of this amount and paid additional charges to cover enhanced liability.

(*c*) Perishable goods or goods which are susceptible to damage through temperature changes are accepted only at owners risks for such damage as might result from general storage conditions.

(*d*) The depositor of goods shall examine the contents of goods at the time of taking delivery and shall give notice in writing with full particulars of the loss or damage if any caused to the goods to the warehouseman, within 72 hours of delivery. A copy of the notice shall also be sent to the Prescribed Authority. No claim against the warehouseman shall be valid if the notice of loss or damage has not been given by the depositor in time. Similar notice for claim of damages shall be given to the warehouseman by the depositor in case he (depositor) comes to know of the loss or damage while the goods are in the warehouse.

(*e*) The warehouseman is not responsible for the usual and customary shrinkage in weight.

(*f*) The quality, condition, value and contents of goods are unknown to the warehouseman except when specifically mentioned in the warehouse receipt.

5. *Schedule of charges.*—Whenever provision is made in these contract terms and conditions for a charge or charges by the warehouseman such charge or charges will conform to the warehouseman's tariff in effect at the time the charge accrues or the service is performed.

The Schedule of tariff to be charged shall be that approved by the Prescribed Authority.

The goods stored have been insured for Rs. ..... against fire, riot, etc. and the warehouse has been insured for Rs.

When goods are transferred from one room to another or from one warehouse to another at the request of the depositor a charge for handling will be made.

The warehouseman may also transfer at his own expense, without notice, any goods in storage from one room to another in the warehouse provided transfer involves no change in the class of storage.

Charges for handling, loading, unloading and extra service rendered in the interest of the depositor are to be paid for by the depositor of goods in addition to the usual warehouse tariff.

FORM No. 7.

(*See* rule 25.)

Stock Register.

Special
Godown No. ————
Situated at ————
Owner's name ————

Rent fixed.
Date payable.
Date Paid.

If the godown is hired, period of hire from————
to———— ; in whose named hired————

Reference to policies of Insurance.
Name of Cos. with whom insured.
Amounts for which insured.

Date of deposit.	Name of person who deposited the goods.	Description and quantity of goods received and special mark on goods, if any.			Goods Receipt No.
		No. of units.	Weight and/ or measure-ment.	Grade or quality standard.	
		(*a*)	(*b*)	(*c*)	
1	2	3			4

Description of goods released or delivered.			Delivery Order No.	Balance of stock.		
No. of units.	Weight or/and measure-ment.	Grade or quality standard.		No. of units.	Weight or/ and measure-ment.	Grade or quality standard.
(*a*)	(*b*)	(*c*)		(*a*)	(*b*)	(*c*)
	5		6		7	

Market price of goods on the date of deposit.	Initials of the godown keeper for having received or delivered the goods.	Initials of checking officer or the dates of checking.	Remarks, if any, of the Inspecting Officer.	Reference to Ledger.
8	9	10	11	12

FORM No. 8.

(*See* rule 25.)

Depositor's Ledger.

Deposit No.
Name of the Depositor
Address of the depositor
Names of operators or transferees
Reference to specimen signature card

Godown No.
Where stored
Godown registration No.

Date of deposit.	Expenses of stacking or cleansing and charges of safe custody.	Goods Receipt No.	Description of goods received.		
			No. of packages or bags or quantity (special mark on goods, if any). (*a*)	Weight or/and measurement. (*b*)	Grade or quality standard. (*c*)
1	2	3	4		

Name of the Co.
Particulars of Insurance
No. of Policies Amount Period Date of expiry

Description of goods released or delivered.			Particulars of Payment made by depositor.		Delivery Order No.	Initials of godown-keeper
No. of packages or bags or quantity. (*a*)	Weight or/and measurement. (*b*)	Grade or quality standard. (*c*)	Date of payment. (*a*)	Amount (*b*)		
5			6		7	8

Balance of stock.			Market price of goods deposited on the date of deposit.	Name of transferee to whom goods are transferred or by whom they are held as security, for advances, if any.	Reference to the instrument or document transferring possession.	Remarks.
No. of packages. (*a*)	Weight or/and measurement. (*b*)	Grade or quality standard. (*c*)				
9			10	11	12	13

FORM No. 9.

(*See* rule 25.)

General Insurance Account.

Name of Depositor.	Warehouse receipt No.	Value of goods.	Amount for which insured.	Period for which insured.
1	2	3	4	5

Name of Insurance Company with which insured.	No. of Insurance Policy.	Amount of insurance charge (*a*).	Amount of out of pocket expenses.	Remarks.
6	7	8	9	10

Date Signature of Warehouseman

FORM No. 10.

(*See* rule 32.)

Form of Certificate to be Issued by the Weigher, Sampler or Classifier.

Bombay Warehouses Act.

Weight/grade certificate .. .. ..
Name and location of the warehouse in which the grain or produce is to be stored ..
Date of certificate .. .. ..
Consecutive number of the certificate ..
Weight of grain or produce covered by the certificate .. ..
Kind of grain or produce covered by the certificate .. .. ..
Grade and/or weight of grain or produce as determined by licensed weigher, sampler or classifier .. ..

This certificate is issued under the Bombay Warehouses Act, 1947, and the rules made thereunder.

Signature of the licensed weigher, sampler or classifier.